

LEASE AMENDMENT #1: FIRST EXTENSION

BETWEEN

DANIEL, DANIEL AND DANIEL

AND

MONTGOMERY COUNTY, MD

DATED: 6/20/05

PREMISES:

16535 S. FREDERICK ROAD, GAITHERSBURG

DEPARTMENT:

LIQUOR CONTROL

May 12, 2005

Lease Amendment #1: First Extension

This *Lease Amendment #1: First Extension* (Amendment #1) is made this _____ day of _____ 2005 by and between DANIEL, DANIEL AND DANIEL, a Maryland limited partnership (Landlord), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (Tenant), to the October 1999 lease (Original Document) for 16535 S. Frederick Road, Gaithersburg, Maryland. Landlord and Tenant agree:

A#1 Part (a) Prior Provisions. This Amendment #1 supersedes the Original Document; however, all provisions in the Original Document that are not changed in this Amendment #1 remain in force and unchanged. Some provisions are repeated here for convenience.

A#1(b) Term. In accordance with Lease Addendum #1: Tenant's Option to Extend Term, the Term is hereby extended for the First Extension, which is a full, fixed, and undivided period of FIVE non-calendar years starting May 1, 2005 and with a new "Ending Date" of April 30, 2010.

A#1(c) Payment. Tenant shall pay to Landlord all rent in United States currency without any deduction, set-off, notice, demand, and, unless stated otherwise, billing. Tenant shall pay all monthly Base Rent Installments in advance by the first day of each calendar month. All money shall be paid to HALCYON ASSOCIATES, LTD., P.O. Box 79880, Baltimore, Maryland 21279-0880 or any other address or any other party as Landlord may direct.

A#1(d) Base Rent. For this First Extension only, Tenant shall pay Base Rent of **\$430,212.00** (exclusive of Additional Rent, if any) in monthly Base Rent Installments by the following First Extension Base Rent Schedule. The rows and columns are for convenience only and do not reflect any division of the Term.

First Extension Base Rent Schedule

Period	Starting Date	No. of Months	Base Rent Installment (\$)	Annual Base Rent (\$)
Lease Year #6	05/01/05	12	6,753.00	81,036.00
Lease Year #7	05/01/06	12	6,955.00	83,460.00
Lease Year #8	05/01/07	12	7,164.00	85,968.00
Lease Year #9	05/01/08	12	7,379.00	88,548.00
Lease Year #10	05/01/09	12	7,600.00	91,200.00
Total Base Rent only				\$430,212.00

A#1(e) Possession. Subject to Landlord's maintenance and repair obligations in the Original Document, Tenant is in possession of the Premises and accepts the Premises "AS-IS."

A#1(f) No Real Estate Brokers. With regard to this Amendment #1, Tenant and Landlord have not dealt with any finders, real estate agents, or brokers.

A#1(g) Delivery. This document is not an offer, option, or reservation. This Amendment #1 becomes binding only on both execution and delivery by both Landlord and Tenant.

Landlord: DANIEL, DANIEL AND DANIEL

5/12/2005

Tenant: MONTGOMERY COUNTY, MD (LIQUOR CONTROL)

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A#1(h) Mailing Notices. Section 39 of the Original Document shall be amended by deleting Tenant's Notice Address in its entirety and adding the following in lieu thereof:

TENANT:

Montgomery County, Maryland
Department of Public Works
and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

IN WITNESS THEREOF, the Parties hereto have caused this Lease to be properly executed.

Witness to Mr. Daniel:

David Keatis

Landlord: DANIEL, DANIEL AND DANIEL

By: 

Cushing Daniel

General Partner

Date signed: 5/12/05

Tenant: MONTGOMERY COUNTY, MARYLAND

By: Joseph F. Beach

Joseph F. Beach

Assistant

Chief Administrative Officer

Date signed: 6/2/05

APPROVED AS TO FORM AND
LEGALITY

OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: Eileen J. Brennan

Date signed: 6/1/2005

By: Cynthia L. Brennan

Cynthia L. Brennan, Director

Office of Real Estate

Dept. of Public Works and Transportation

Date signed: 5/26/05

Landlord: DANIEL, DANIEL AND DANIEL

Tenant: MONTGOMERY COUNTY, MD (LIQUOR CONTROL)

5/12/2005

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